

### Model Cooperative R/R&D Agreement

By virtue of the signatures of our authorized representatives, \_\_\_\_\_ (Small Business Concern) \_\_\_\_\_, and \_\_\_\_\_ (Research Institution) \_\_\_\_\_ have agreed to cooperate on the \_\_\_\_\_ (Proposal Title) \_\_\_\_\_ Project, in accordance with the proposal being submitted with this agreement.

This agreement shall be binding until the completion of all Phase I activities, at a minimum. If the \_\_\_\_\_ (Proposal Title) \_\_\_\_\_ Project is selected to continue into Phase II, the agreement may also be binding in Phase II activities that are funded by NASA, then this agreement shall be binding until those activities are completed. The agreement may also be binding in Phase III activities that are funded by NASA.

After notification of Phase I selection and prior to contract release, we shall prepare and submit, if requested by NASA, an **Allocation of Rights Agreement**, which shall state our rights to the intellectual property and technology to be developed and commercialized by the \_\_\_\_\_ (Proposal Title) \_\_\_\_\_ Project. We understand that our contract cannot be approved and project activities may not commence until the **Allocation of Rights Agreement** has been signed and certified to NASA.

Please direct all questions and comments to \_\_\_\_\_ (Small Business Concern representative) at (Phone Number) \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/title

\_\_\_\_\_  
Small Business Concern

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/title

\_\_\_\_\_  
Research Institution